

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
Norfolk Division**

BRANDON GUNNELL,

*

Plaintiff,

*

v.

* **Case No. 2:12-cv-00055-AWA-DEM**

**EQUIFAX INFORMATION SERVICES,
LLC, et al.,**

*

*

Defendants.

* * * * *

**DEFENDANT CITIFINANCIAL AUTO CORPORATION'S ANSWER TO
PLAINTIFF'S COMPLAINT**

Defendant, CitiFinancial Auto Corporation, Inc. ("CitiFinancial Auto"), in the above captioned, by counsel, files its Answer and affirmative defenses to the Complaint filed herein by Plaintiff Brandon Gunnell, and in support thereof, states as follows:

PRELIMINARY STATEMENT

1. The Complaint speaks for itself, and CitiFinancial Auto denies the "Preliminary Statement" to the extent that it alleges or implies any liability for the causes of actions listed therein.

JURISDICTION AND VENUE

2. The allegations in paragraph 2 are legal conclusions to which no response is required, and are therefore denied.

PARTIES

3. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 3, and therefore denies the same.

4. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 4, and therefore denies the same.

5. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5, and therefore denies the same.

6. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6, and therefore denies the same.

7. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7, and therefore denies the same.

8. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8, and therefore denies the same.

9. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9, and therefore denies the same.

10. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10, and therefore denies the same.

11. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 11, and therefore denies the same.

12. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12, and therefore denies the same.

13. Admitted only that CitiFinancial Auto is authorized to transact business in the Commonwealth of Virginia. The remaining allegations in paragraph 13 are legal conclusions to which no response is required, and are therefore denied.

14. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 14, and therefore denies the same.

15. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 15, and therefore denies the same.

16. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 16, and therefore denies the same.

FACTS

17. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 17, and therefore denies the same.

18. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 18, and therefore denies the same.

19. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 19, and therefore denies the same.

20. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 20, and therefore denies the same.

21. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21, and therefore denies the same.

22. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 22, and therefore denies the same.

23. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 23, and therefore denies the same.

24. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 24, and therefore denies the same.

25. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 25, and therefore denies the same.

26. Admitted only that CitiFinancial Auto accessed Plaintiff's consumer credit report. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 26, and therefore denies the same.

27. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 27, and therefore denies the same.

28. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 28, and therefore denies the same.

29. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 29, and therefore denies the same.

30. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 30, and therefore denies the same.

31. CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 31, and therefore denies the same.

COUNT ONE – Violation of FCRA, 15 U.S.C. §1681b, §1681e(a)

32. CitiFinancial Auto incorporates by reference its responses to the allegations contained in paragraphs 1 through 31.

33. The allegations in paragraph 33 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 33, and therefore denies the same.

34. The allegations in paragraph 34 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 34, and therefore denies the same.

35. The allegations in paragraph 35 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 35, and therefore denies the same.

36. The allegations in paragraph 36 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 36, and therefore denies the same.

37. The allegations in paragraph 37 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto is without

knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 37, and therefore denies the same.

COUNT TWO – VIOLATION of FCRA, 15 U.S.C. §1681M

38. CitiFinancial Auto incorporates by reference its responses to the allegations contained in paragraphs 1 through 37.

39. The allegations in paragraph 39 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 39, and therefore denies the same.

40. The allegations in paragraph 40 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 40, and therefore denies the same.

41. The allegations in paragraph 41 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 41, and therefore denies the same.

42. The allegations in paragraph 42 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 42, and therefore denies the same.

COUNT THREE – VIOLATION of ECOA, 15 U.S.C. §1691(d)

43. CitiFinancial Auto incorporates by reference its responses to the allegations contained in paragraphs 1 through 42.

44. The allegations in paragraph 44 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 44, and therefore denies the same.

45. The allegations in paragraph 45 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 45, and therefore denies the same.

46. The allegations in paragraph 46 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 46, and therefore denies the same.

47. The allegations in paragraph 47 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 47, and therefore denies the same.

48. The allegations in paragraph 48 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto is without

knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 48, and therefore denies the same.

COUNT FOUR – VIOLATION of FCRA, 15 U.S.C. §1681b(f)

49. CitiFinancial Auto incorporates by reference its responses to the allegations contained in paragraphs 1 through 48.

50. Admitted only that CitiFinancial Auto accessed Plaintiff's consumer credit report. The remaining allegations in paragraph 50 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto denies the remaining allegations and demands strict proof thereof.

51. The allegations in paragraph 51 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto denies the allegations and demands strict proof thereof.

52. The allegations in paragraph 52 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto denies the allegations and demands strict proof thereof.

53. The allegations in paragraph 53 constitute Plaintiff's legal conclusions to which no response is required. To the extent a response is required, CitiFinancial Auto denies the allegations and demands strict proof thereof.

CitiFinancial Auto denies each and every allegation in Plaintiff's Complaint not specifically admitted or denied in this Answer.

AFFIRMATIVE AND ADDITIONAL DEFENSES

Pursuant to Rule 8(c) of the Federal Rules of Civil Procedure, CitiFinancial Auto sets forth affirmatively the following matters constituting affirmative defenses and reserves the right to assert, and gives notice to the Plaintiff that it may assert, the following affirmative and additional defenses at trial:

1. The Complaint, in whole or in part, fails to state a claim against CitiFinancial Auto upon which relief can be granted.

2. CitiFinancial Auto reserves the right to set forth affirmatively any other matter constituting an avoidance or affirmative defense revealed during the course of discovery or by the evidence at trial.

WHEREFORE, Defendant CitiFinancial Auto Corporation, Inc. respectfully requests that Plaintiff's Complaint be dismissed with prejudice and that CitiFinancial Auto Corporation, Inc. be awarded such other and further relief as this Court deems just and proper.

Dated: February 23, 2012

Respectfully submitted,

/s/

Christopher E. Brown
Virginia Bar Number 72765
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CERTIFICATE OF SERVICE

I hereby certify that on February 23, 2012, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

/s/

Christopher E. Brown
Virginia Bar Number 72765
Attorney for CitiFinancial Auto Corporation, Inc.
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